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601-3

P Book 84 Pg 558

STATE MS.-DESOTO CO.  
FILED

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BK 84 PG 558  
W.F. DAVIS CH. CLK.]

Record and Return to:  
Burger King Corporation  
17777 Old Cutler Road  
4S/Legal  
Miami, Florida 33157  
Attn: General Counsel  
Prepared by: *[Signature]*

Jill M. Granat  
(305) 378-3342

## ASSIGNMENT AND ASSUMPTION OF LEASE

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** (the "Assignment") is made and entered into as of the 4<sup>th</sup> day of March, 2000, by and between **JEROME FELDMAN** having an address c/o Networks-USA, Inc., Penthouse Fourteen, 650 West Avenue, South Beach, Florida 33139 ("Assignor") and **BURGER KING CORPORATION**, a Florida corporation, having an address at 17777 Old Cutler Road, Miami, Florida 33157 ("Assignee").

### WITNESSETH

WHEREAS, General Property Investors, Inc., as landlord, and Murfam Corporation of Mississippi, as tenant, entered into that certain Lease Agreement, dated December 30, 1985, as evidenced by that certain Lease - Short Form, dated December 30, 1984 and filed for record in on January 10, 1990 in the Power of Attorney, Contract and Lease Book 59, Page 484 in the Office of the Chancery Clerk of DeSoto County, Mississippi for the real property more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Lease");

WHEREAS, General Property Investors, Inc., assigned all of its right, title and interest in and to the Lease to Marie Feldman and Assignor, as evidenced by that certain Assignment of Lease dated December 30, 1985;

WHEREAS, Murfam Corporation of Mississippi assigned all of its right, title and interest in and to the Lease to Burger King Corporation, as evidenced by that certain Assignment, Assumption and Consent to Assignment and Amendment to Lease and General Release, by and between William F. Murray and Murfam Corporation, Assignor and Marie Feldman, and Burger King Corporation, dated December 1, 1989 (the Amendment) filed for record on January 10, 1990 in the Power of Attorney, Contract and Lease Book 59, Page 488 in the Office of the Chancery Clerk of DeSoto County, Mississippi which Assignment and Amendment also served to amend the Lease (the Lease and the Amendment shall hereinafter be collectively referred to as the "Lease");

WHEREAS, Marie Feldman assigned all of her right, title and interest in and to the Lease to Assignor, as evidenced by that Assignment of Lease, dated June 21, 1991 and filed for record on June 27, 1991 in the Power of Attorney, Contract and Lease Book 61, Page 748 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

WHEREAS, Assignor has agreed to assign all of its right, title and interest in and to the Lease to Assignee and Assignee has agreed to assume and perform all of Assignor's liabilities

and obligations as Landlord which arise under the Lease on or after the date hereof, subject to the terms and conditions set forth below.

NOW THEREFORE, for ten dollars (\$10.00) good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest as Landlord, in and to the Lease, and all of the rights, benefits and privileges of the Landlord, including without limitation all of Assignor's right, title and interest in and to all security deposits and receipt of rentals thereunder.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor as Landlord under the Lease which may arise on or after the date hereof, and Assignee agrees to perform all obligations of Assignor under the Lease which are to be performed or which become due on or after the date hereof.

3. Non-Merger of Leasehold Interests: The interests of Burger King Corporation, as Landlord and as Tenant under the Lease, shall not merge.

4. Further Assurances. Assignor covenants with Assignee that each will execute or procure any additional documents reasonable and necessary to establish the rights of the Assignor hereunder.

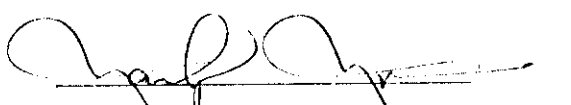
5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

WITNESS, our signatures, this 3<sup>rd</sup> day of March, 2000.

WITNESSES

ASSIGNOR:

  
Printed Name: MARILYN MORAND

  
JEROME FELDMAN

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ASSIGNEE:

BURGER KING CORPORATION,  
a Florida corporation

Kim O'Brien  
Printed Name: Kim O'Brien

By: [Signature]  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Kathryn E. Phillips  
Printed Name: Kathryn E. Phillips

Attest: Jill M. Granat  
Jill M. Granat  
Assistant Secretary

STATE OF Florida

COUNTY OF Miami-Dade

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3<sup>rd</sup> day of March, 2000 within my jurisdiction, the within named Jerome Feldman who acknowledged that he signed and delivered the above foregoing instrument on the day and year therein mentioned.

(NOTARY SEAL)

NOTARY PUBLIC - STATE OF FLORIDA  
MARILYN MORAN  
COMMISSION # CC714209  
EXPIRES 4/16/2002  
BONDED THRU ABA 1-888-NOTARY1

[Signature]  
Notary Public Signature  
MARILYN MORAN  
Printed Name of Notary Public  
Commission No. CC 714209  
My commission expires: 4/16/02

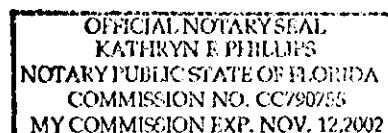
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of March, 2000 within my jurisdiction, the within named Enrique Silva and Jill M. Granat who acknowledged that they signed and delivered the above foregoing instrument as Vice President and Assistant Secretary of Burger King Corporation on the day and year therein mentioned.

(NOTARY SEAL)

Kathryn E. Phillips  
Notary Public Signature  
Kathryn E. Phillips  
Printed Name of Notary Public  
Commission No. CC 990955  
My commission expires: 11/12/02



**EXHIBIT "A"**

Legal Description

Lot 1, Wal-Mart Subdivision, in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 23, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

As more particularly described as set out in survey of Jones-Davis & Associates, Inc., dated March 1, 2000.

Beginning at the Northeast corner of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi; thence South 01°02'13" West 53.00 feet to a point in the centerline of Airways Blvd.; thence North 89°02'24" West 1472.85 feet to a point said point being the true point of beginning; thence South 00°17'41" East (South 00°23'53" West called) 180.00 feet to a cotton picker spindle; thence North 89°02'24" West 179.91 feet measured (180.00 feet called) to a 1/2" iron pin found; thence North 00°15'57" East to 179.81 feet measured (North 00°23'53" East 180.00 feet called) to a 1/2" iron pin found; thence South 89°05'59" East (South 89°02'24" East called) 180.00 feet to the point of beginning containing 0.74 acres more or less subject to all rights of ways, easements of record and subdivision regulations in effect for the City of Southaven.

Together with a non-exclusive easement appurtenant to the above described land recorded in Deed Book 182, Page 516, and Deed Book 183, Page 614, for joint vehicular and pedestrian ingress and egress over, upon and about those driveways, entrance and exits which may exist from time to time on adjoining land described as Lot 2, Wal-Mart Subdivision, in the City of Southaven, DeSoto County, Mississippi, in Section 24, Township 1 South, Range 8 West, as shown by Plat appearing of record in Plat Book 23, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.